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🙎 onboarding@demo-cloud.dk	Special Product Terms for VIP Marketplace	Program						
	"Distributor" meansthe ALSO legal entity ope I. Service Description	erating the ALSO Cloud Marketplace.						
	VIP Marketplace is a program re selling A	Adobe products through marketplaces.						
	The program offers an easy and quick ord Marketplace. Resellers must order new a	dering process and will setup auto-renewal of Ad idditional seats within 7 days. After 7 days Adobe	obe agreements. The Enduser has access to the admin or will automatically remove the licenses that have been add	onsole to manage seats and users, resellers manage ded by the Enduser via the admin console. The reselle	rs is responsible that the correct amount of seat is			
	renewed each year. All seats will automat	tically be renewed if no action is taken. VIP mark	etplace works with daily proration, and returns are only ac	cepted by Adobe if the entire order is returned, and lice	enses are not in use. Reseller must make the return			
	II. Adobe Reseller Pass Through Terms	5.						
	In order to offer Adobe Software Products to E	nd Users, Reseller must first agree to these Add are Products to End Users if Reseller does not	be Reseller Pass Through Terms, together with the terr affirmatively accept these Reseller Terms. Any capitaliz	ns and conditions, rules or documents incorporated ed terms used but not otherwise defined in these R	by reference herein (collectively, these "Reselle eseller Terms will have the meanings assigned to	r		
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	Reseller acknowledges and agrees that any rig between these Reseller Terms and any agreen	ghts to offer Adobe Software Products via the Di ment between Distributor and Reseller, these Re	stributor Marketplace are being made available to Reseller seller Terms will govern with respect to the Adobe Softwar	subject to Reseller complying at all times with these P e Products.	Reseller Terms. If there is any inconsistency			
	2. APPOINTMENT & LICENSE GRANT							
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	(A) Subject to the terms and cone Marketplace Program from Di	ditions set forth in these Reseller Terms, Distribu istributor via the Distributor Marketplace, for the	tor hereby grants Reseller, and Reseller hereby accepts, a purpose of offering such products to End Users in the Terri	a non-exclusive and non-transferable license to order A itory during the Term of these Reseller Terms.	Adobe Software Products under the VIP			
	(B) These Reseller Terms will no the Adobe Software Products	ot be interpreted or construed as an agreement for and that the Adobe Software Products have been	or the sale of Adobe Software Products. Reseller must adv on licensed, not sold.	ise End Users to whom Reseller offers the Adobe Soft	ware Products that Reseller has a license to supply			ulati
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Welcome to the Admin Console, Tommy.

To get started with your products and licenses, please accept the terms and conditions.



Accept Terms And Conditions

ADOBE VALUE INCENTIVE PLAN TERMS AND CONDITIONS

This Value Incentive Plan ("VIP" or "Program") Commercial Membership Agreement ("Agreement") sets forth the terms of your participation as a Member in the Program. The Agreement is effective as of the date of online enrollment. This Agreement is entered into by and between Adobe and the customer identified in on-line enrollment to become a Member. "Adobe" shall mean either ADOBE INC., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704, if the Agreement is entered into with a Member's organization that is located in the United States, Canada, or Mexico, ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 46 Riverwalk, Citywest Business Campus, Dublin 24, Ireland as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835), if the Agreement is entered into with a Member's organization that is located in Australia, or otherwise with ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland. Member shall license all software, services, and offerings available under the Program (collectively "Product") to be installed and used within the United States (including United States territories and military bases wherever located), Canada, or Mexico from Adobe U.S. Member shall license all Products to be installed and used in Australia from Adobe Ireland, as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835). Member shall license all Products to be installed and used in all other countries and territories from Adobe Ireland.

1. Program Description.

1.1 General and Program Term. The VIP Program is a flexible licensing program designed to allow qualified and eligible customers to manage and deploy Product licenses purchased through the Program. The VIP Program is a membership program with license Subscription Periods as further defined in Section 3.4 of this Agreement. Once the organization enrolls in a membership through the VIP administration user interface and is accepted by Addobe into the Program, the organization will be a member of the Program ("Member") until the earliest of when (a) Adobe terminates the Program, (b) this Agreement terminates. Member's participation is further subject to the terms stated in the program guide for the Program, which may be updated from time to time and is available at w ww.adobe.com/goVip_program_guide. en ("Program Guide"). The Program duide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion. If Program terms in the Console.

1.2 Termination. Notwithstanding the foregoing, either party may terminate the Agreement with or without cause on thirty (30) days prior written notice. Termination of this Agreement shall not affect Member's obligations with regard to any Products ordered prior to the termination date, including without limitation any subscription terms or payment obligations. In addition, Adobe may immediately terminate this Agreement, upon written notice, for a material breach (including but not limited to any misappropriation or infringement of Adobe's intellectual property rights). If this Agreement terminates, then Member's organization shall immediately cease use of the Products, delete the Products from all computer systems and IT equipment on which it resides, and return to Member's Account Manager any media containing the Products as well as any related materials. Account Manager means either (i) Reseller, if a transaction is with Adobe.

1. Definitions Applicable to Government Members.

Government Entity. Participation is contingent upon Member (and each Affiliate) being a "government entity", which means: (a) a federal, central, or national agency, department, commission, board, office, council, or authority (executive, legislative, or judicial); (b) a municipality, special district, city, county, or state governmental

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business of governing or supporting citizens, businesses, or other governmental entities. For the avoidance of doubt, the following entities are not Government Entities: private "for profit" companies, non-profit organizations, trade or industry associations, higher education institutions, and labor unions, even those conducting work on behalf of or with government agencies, unless such entity has a specific letter of authorization from a U.S Government Entities. The transmission of the second state of government to FAR Part 51. Member represents to Adobe that it and its Affiliates are government terities. A list of qualified "Government Entities" for Japan is available at: http://www.adobe.com/go/bound-bov.

1.1 For France: a Government Entity is either an agency; a minister; a commission, board, office, or council (national, regional, or local); a city; a region; or any entity subject to the French Public Law and under the administration of a government entity.

2. Terms Applicable to Government Members.

2.1 Additional Restrictions. For United States Federal Government Members, it is understood that any orders are subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and therefore United States Federal Government Members shall not deploy any Product unless funds are available to pay for such orders. To the extent any state or local government, such entities shall not deploy any Product unless funds are available to pay for such orders.

2.2 Termination. This Agreement may be terminated by a Member who is a United States federal government customer pursuant to FAR 52.249-1 (Termination for Convenience of the Government). Adobe may change the Terms at its sole discretion.

2.3 Federal Government Members. Notice to U.S. Federal Government End Users (Commercial Items): The Products, provided under this Agreement are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202.4, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202.1 through §227.7202.4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

C. NON-PROFIT MEMBERS

Additional terms applicable to Non-Profit Members are contained in the Program Guide. Adobe reserves the right to terminate memberships, if Member is not an eligible non-profit organization, as described on https://helpx.adobe.com/buying-programs/non-profit.html.

I have read and agreed to the Adobe Value Incentive Plan terms and conditions, and I am authorized and have the authority to agree to these terms on behalf of the organization listed above.





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